

# Quantity Purchase Agreement With The State Of Indiana

Qty Purchase Agreement QPA Number	Page
0000000000000000000010144A	1 of 3
Requisition Nbr.:	ASA7-7-41A Laminate
Effective Date:	04/01/2007
Expiration Date:	03/31/2009
Agency Number:	
Facility:	
Vendor Federal ID:	383367986
Vendor Telephone Nbr:	800/333-8898--
Name Of Contact Pers:	CUSTOMER SERVICE
FAX Number:	800/553-6114--

Vendor: LUMBERMEN'S INC  
Remit to: 849 ELSTON DR.  
SHELBYVILLE, IN 46176

Name and Address of Vendor: LUMBERMEN'S INC  
Cntct: CUSTOMER SERVICE  
849 ELSTON DR.  
SHELBYVILLE, IN 46176

In accordance with your bid, submitted in response to the above referenced solicitation, the Vendor agrees that the Indiana Department of Administration, Procurement Division, has the option to purchase the items listed below under the terms of this agreement. The Vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration of the QPA but issued prior to the expiration date. The quantity listed herein is an estimate of the requirements. The state may order substantially more or substantially less pursuant to the terms of this agreement. **Orders are to be delivered only upon receipt of properly approved Quantity Purchase Award Release.**

Line Number	Quantity	UNIT	Article and Description	Unit Price
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This is an award of a Quantity Purchase Agreement for Laminate.

QPA can be mutually renewed yearly for three additional years.

The vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration date, but issued prior to the expiration date, and postmarked no later than 14 business days after the QPA's expiration date.

Quantities are estimates and could be more or less.

Vendor must be able to allow Mutiple Delivery on one QPA Release.

The awarded vendor must maintain, at a minimum, the following information and be capable of supplying a report within one week of a request by the State:

1. Quantity and Type of Products, including any options, purchased by any State Agency and/or Political Subdivision, separated by each.
2. Total Dollar value of purchases made, separated by State Agency and/or Political Subdivision.

## NOTICE TO INDIANA SMALL BUSINESS BIDDERS:

The vendor assures that if they are receiving this award based on the Indiana Small Business Preference that the vendor will be performing a minimum of 80% of the work involved with their own forces. This contract is not assignable either in whole or in part, nor shall it be subcontracted after award without the State's prior written consent.

If the M/WBE participation level will exceed or fail to meet the goals outlined in the contractor's proposal, you must notify the M/WBE office immediately at MWDBE@idoa.in.gov. In the event that the contractor fails to report changes in participation attainment, demonstrate a good faith effort to reach the participation goals, pay the MBE and WBE in a timely manner or satisfactorily resolve any outstanding claims, the department may elect to withhold a disputed amount from the payments due to the contractor, suspend or terminate the contract, recommend suspension of the contractor's certification status with the public works division, and/or suspend, revoke, or deny the MBE or WBE certification and eligibility to participate in the MBE or WBE program per (25 IAC 5-7-8).

Prices shall remain unchanged and firm for at least one hundred eighty (180) calendar days after the effective date of the contract. The State of Indiana will consider written requests for price adjustments only if the finalization of this contract exceeds the 180 days allowed. Adjustment may be considered provided that such price adjustment covers both upward and downward movement of the commodity price and that adjustment is based only on the increase or decrease of paper stock used for this product. Adjustments in contract pricing may be allowed only if the market structure has variances of more than 5%.

An increase will be based on the vendor/contractor's actual cost increase only, as shown in written documentation, and must not constitute increases in profit. All requests for price increase/decrease must be in writing and must contain adequate documentation to justify said increase/decrease (dated Manufacturer price lists, Industry publications (Pulp&Paper Weekly) catalogs, etc.). Any adjustment considered will be based upon an actual dollar figure. All price adjustment requests must be substantiated in a manner acceptable to the IN Dept. of Administration, Contract Administration Director and must be received thirty (30) days in advance of the effective date for said increase/decrease. Any time the vendor requests a price adjustment, the IDOA Contract Administration Director may either accept the price adjustment and amend the contract accordingly or reject the adjustment in its entirety. Approved price adjustments shall remain unchanged for at least 180 calendar days.

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The following Laminate must be the same or equal to Wilsonart Laminates.				
Liquidating Damages: Failure to deliver products on the agreed upon due date will result in a \$10.00 per sheet deduction for each full day late. Liquidating damages from the bid price (example: the scheduled delivery date is 06/04/07 and the actual delivery date is 06/06/07; the deduction would be \$20.00 per sheet from the bid price.) The deduction for liquidating damages will not be made if the State agrees in writing to the vendor (can be e-mail or fax) that the delay is for a legitimate reason. The decision of the State is final. All deliveries must be approved by Pen Products.				
NOTE: Delivery will be within four weeks from receipt of formal purchase order.				
1	99,999,999.00 EA	000000000100003516	Laminate,48"x96"x.050",Wild Cherry,General Purpose	28.1600
2	99,999,999.00 EA	000000000100003518	Laminate,48x"96"x.050",Solar Oak,General Purpose	28.1600
3	99,999,999.00 EA	000000000100003519	Laminate,48"x96"x.050",Fusion Maple,General Purpose	28.1600
4	99,999,999.00 EA	000000000100003520	Laminate,48"x96"x.050",Nepal, Teak,General Purpose	28.1600
5	99,999,999.00 EA	000000000100003521	Laminate,48"x96"x.050",White Nebula,General Purpose	28.1600
6	99,999,999.00 EA	000000000100003522	Laminate,48"x96"x.050",Windsor Mahogany,General Purpose	28.1600
7	99,999,999.00 EA	000000000100003523	Laminate,48"x96"x.050",Figured,Mahogany,General Purpose	28.1600
8	99,999,999.00 EA	000000000100003524	Laminate,48"x96"x.050",Dakota Ridge,General Purpose	28.1600
9	99,999,999.00 EA	000000000100003526	Laminate,48"x120"x.050",Wild Cherry,General Purpose	35.2000
10	99,999,999.00 EA	000000000100003528	Laminate,48"x120"x.050",Solar Oak,General Purpose	35.2000
11	99,999,999.00 EA	000000000100003529	Laminate,48"x120"x.050",Fusion Maple,General Purpose	35.2000
12	99,999,999.00 EA	000000000100003530	Laminate,48"x120"x.050",Nepal,Teak,General Purpose	35.2000
13	99,999,999.00 EA	000000000100003531	Laminate,48"x120"x.050",White Nebula,General Purpose	35.2000
14	99,999,999.00 EA	000000000100003532	Laminate,48"x120"x.050",Windsor Mahogany,General Purpose	35.2000
15	99,999,999.00 EA	000000000100003533	Laminate,48"x120"x.050",Figured,Mahogany,General Purpose	35.2000
16	99,999,999.00 EA	000000000100003534	Laminate,48"x120"x.050",Dakota Ridge,General Purpose	35.2000
17	99,999,999.00 EA	000000000100003535	Laminate,48"x120"x.050",Winchester Walnut,General Purpose	35.2000
18	99,999,999.00 EA	000000000100003536	Laminate,48"x120"x.030",Wild Cherry,Vertical Grade	30.6000
19	99,999,999.00 EA	000000000100003538	Laminate,48"x120"x.030",Solar Oak,Vertical Grade	30.6000

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20	99,999,999.00	EA 000000000100003539	Laminate,48"x120"x.030",Fusion Maple,Vertical Grade	30.6000
21	99,999,999.00	EA 000000000100003540	Laminate,48"x120"x.030",Nepal,Teak,Vertical Grade	30.6000
22	99,999,999.00	EA 000000000100003541	Laminate,48"x120"x.030",White Nebula,Vertical Grade	30.6000
23	99,999,999.00	EA 000000000100003542	Laminate,48"x120"x.030",Windsor Mahogany,Vertical Grade	30.6000
24	99,999,999.00	EA 000000000100003543	Laminate,48"x120"x.030",Figured,Mahogany,Vertical Grade	30.6000
25	99,999,999.00	EA 000000000100003544	Laminate,48"x120"x.030",Dakota Ridge,Vertical Grade	30.6000
26	99,999,999.00	EA 000000000100003545	Laminate,48"x120"x.030",Winchester Walnut,Vertical Grade	30.6000
27	99,999,999.00	EA 000000000100027506	LAMINATE, 48" X 96" X .028", WINDSOR MAHOGANY, 78 FINE GRAIN	30.8800
28	99,999,999.00	EA 000000000100027507	LAMINATE, 48" X 96" X .028", AMBER CHERRY, 78 FINE GRAIN	30.8800
29	99,999,999.00	EA 000000000100027508	LAMINATE, 48" X 120" X .030", MANITOBA MAPLE, VERTICAL GRADE	30.6000
30	99,999,999.00	FTK 000000000100014378	Laminate,High Pressure,General Purpose,.050", Available in a Variety of Colors,Patterns & Textures Color,Texture,Pattern, & Size Determined at Time of Order	0.8800
31	99,999,999.00	FTK 000000000100014379	Laminate,High Pressure,.030",Available in a Variety of Colors,Patterns & Textures,Color,Texture,Pattern & Size Determined at Time of Order	0.7650

The following UN/CEFACT Unit of Measure  
Common Codes are used in this document:

EA	Each
FTK	Square Feet

Signature of Purchasing Officer	Typed Name	Signature Of Approval Office Of the State Attorney General	
	Date Signed	Typed Name	Date Signed
Authorized Signature	Indiana Department Of Administration Procurement Division 402 West Washington Street, Rm W468 Indianapolis, Indiana 46204 Telephone: (317) 232-3053		